

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM322677

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Encore Rail Systems, Inc.		11/06/2014	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FirstMerit Bank, N.A.		
<b>Street Address:</b>	678 Lee Street		
<b>City:</b>	Des Plaines		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60016		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3666506	ENCORE	
<b>Registration Number:</b>	3663614	ENCORE	
<b>Registration Number:</b>	3672375	ENCORE	
<b>Registration Number:</b>	3666505	ENCORE RAIL SYSTEMS	
<b>Registration Number:</b>	4153882	SPEEDSET	
<b>Registration Number:</b>	4153883	SPEEDSET	
<b>Registration Number:</b>	3469895		
<b>Registration Number:</b>	3584920		
<b>Registration Number:</b>	3929954	TIE ARMOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3127821745		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	amauro@thompsoncoburn.com		
<b>Correspondent Name:</b>	Anita B. Mauro c/o Thompson Coburn LLP		
<b>Address Line 1:</b>	55 E. Monroe Street		
<b>Address Line 2:</b>	37th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	52516.133989		
<b>NAME OF SUBMITTER:</b>	ANITA B. MAURO		

OP \$240.00 3666506

<b>SIGNATURE:</b>	/Anita B. Mauro/
<b>DATE SIGNED:</b>	11/10/2014
<b>Total Attachments: 18</b> source=Steelhead IP Security Agreement#page1.tif source=Steelhead IP Security Agreement#page2.tif source=Steelhead IP Security Agreement#page3.tif source=Steelhead IP Security Agreement#page4.tif source=Steelhead IP Security Agreement#page5.tif source=Steelhead IP Security Agreement#page6.tif source=Steelhead IP Security Agreement#page7.tif source=Steelhead IP Security Agreement#page8.tif source=Steelhead IP Security Agreement#page9.tif source=Steelhead IP Security Agreement#page10.tif source=Steelhead IP Security Agreement#page11.tif source=Steelhead IP Security Agreement#page12.tif source=Steelhead IP Security Agreement#page13.tif source=Steelhead IP Security Agreement#page14.tif source=Steelhead IP Security Agreement#page15.tif source=Steelhead IP Security Agreement#page16.tif source=Steelhead IP Security Agreement#page17.tif source=Steelhead IP Security Agreement#page18.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of November 6, 2014, by and among FirstMerit Bank, N.A., a national banking association ("Lender"), Steelhead Corp., an Illinois corporation ("Steelhead"), Axiom Resources, L.L.C., an Illinois limited liability company ("Axiom LLC"), Encore Rail Systems, Inc., an Illinois corporation ("Encore"), Ramptech Inc., an Illinois corporation ("Ramptech"), Metropolitan Air Technology, LLC, an Illinois limited liability company ("Metropolitan"), Axiom Equipment Co., an Illinois corporation ("AEC"), Railway Program Services, Inc., an Illinois corporation ("RPSI"), Holden Sales & Service, LLC, an Illinois limited liability company ("Holden Sales") and Holden America IL, LLC, an Illinois limited liability company ("Holden Acquisition"; Steelhead, Axiom LLC, Encore, Ramptech, Metropolitan, AEC, RPSI, Holden Sales and Holden Acquisition are each individually a "Borrower" and collectively the "Borrowers").

### WITNESSETH:

WHEREAS, contemporaneously herewith, Lender is providing certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to Borrowers pursuant to that certain Loan and Security Agreement of even date herewith by and among Lender and Borrowers (as amended or restated from time to time, the "Loan Agreement") and the "Other Agreements" (as defined in the Loan Agreement) (the Loan Agreement, together with the Other Agreements are collectively the "Loan Documents");

WHEREAS, pursuant to the Loan Documents, Borrowers granted to Lender a first position priority security interest and lien in and to all of Borrowers' assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever; and

WHEREAS, Lender is willing to provide the Financial Accommodations to Borrowers, provided, among other things, Borrowers execute and deliver this Agreement to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrowers and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers covenant unto and agree with Lender as follows:

1. **Incorporation of Loan Agreement.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Schedules, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.

2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Liabilities, each Borrower hereby grants and conveys to Lender a first position priority security interest and lien in and to all of such Borrower's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively the "Intellectual Property Collateral"):

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Schedule A, (ii) renewals

thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Trademarks");

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Schedule B, (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively the "Patents");

C. (i) copyrights and applications for registration, including, without limitation, the registered copyrights and applications for registration listed on Schedule C, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Copyrights");

D. license agreements for Trademarks, Patents and Copyrights, whether such Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule D, and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by such Borrower and now or hereafter covered by such licenses (collectively the "Licenses"); and

E. the goodwill of such Borrower's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. Borrowers acknowledge and agree that, subject to the terms and conditions of the Loan Agreement, upon the occurrence and continuance of an Event of Default, and upon written notice to Borrowers, the Intellectual Property Collateral shall be immediately conveyed to Lender without any further action by any party, and Lender shall have the power to use and/or sell the Intellectual Property Collateral. Borrowers covenant and agree to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may reasonably request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Section 2.

### 3. **Restrictions on Future Agreements.**

A. Except as otherwise expressly provided in the Loan Agreement, Borrowers agree that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Borrowers will not, without Lender's prior written consent, (a) enter into any document, instrument or agreement which is inconsistent with Borrowers' obligations under this Agreement, or (b) take any action or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

B. Each Borrower hereby represents and warrants to Lender that, except as otherwise permitted by the terms of the Loan Agreement, such Borrower has not granted any license to any Person other than Lender in connection with any of the Intellectual Property Collateral. Each Borrower hereby covenants unto Lender that, except as otherwise permitted by the terms of the Loan Agreement, until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, such Borrower shall not grant any license to any third party in connection with the Intellectual Property Collateral without Lender's prior written consent.

4. **New Trademarks, Patents, Copyrights and Licenses.** Each Borrower represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Schedules A, B, C and D respectively, constitute all of the trademarks, trademark registrations, patents, patent registrations, registered copyrights, applications therefor and licenses now owned by such Borrower. If, prior to payment of the Liabilities in full, such Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, registered copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, registered copyright, application for copyright registration or license renewal, the provisions of Section 2 above shall automatically apply thereto and such Borrower shall provide Lender with immediate notice thereof. Borrowers hereby authorize Lender to modify this Agreement by amending Schedules A, B, C and D to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, registered copyrights, applications for copyright registration and licenses.

5. **Royalties; Terms.** Each Borrower hereby agrees that the use by Lender of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Borrowers. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Liabilities in full and the termination of the Loan Documents.

6. **Lender's Right to Inspect.** Lender shall have the right to inspect Borrowers' premises and to examine Borrowers' books, records and operations, including, without limitation, Upon the occurrence of and during the continuation of an Event of Default, Borrowers agree that Lender shall have the right to establish such additional product quality controls as Lender, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Borrowers under the Trademarks, Patents, Copyrights or Licenses. Except as otherwise permitted by the terms of the Loan Agreement, each Borrower agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses; (ii) to maintain the quality of any and all products produced in connection with the Intellectual Property Collateral materially consistent with the quality of said products as of the date hereof; and (iii) not to materially adversely change or alter the quality of said products in any way without Lender's prior written consent.

7. **Nature and Termination of Lender's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Sections 3, 6, 8 and 13 hereof, nothing contained herein shall be deemed to limit in any way Borrowers' right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Borrowers.** Borrowers shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration material to their respective business pending as of the date hereof or at any time hereafter, until the Liabilities shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights material to their respective business, as appropriate, and (iii) to preserve and maintain all Intellectual Property Collateral material to their respective business. Any expenses incurred in connection with such applications shall be borne by Borrowers. Borrowers shall not abandon any Intellectual Property Collateral material to their respective business, without the consent of Lender.

9. **Lender's Right to Sue.** Upon the occurrence and during the continuation of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of a Borrower to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Borrowers shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Borrowers shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Section 9.

10. **Waivers.** Lender's failure at any time or times hereafter to require strict performance by Borrowers of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrowers contained in this Agreement and no Event of Default by Borrowers shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrowers specifying such suspension or waiver.

11. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as such Borrower's true and lawful attorney-in-fact, with power, upon the occurrence and during the continuation of an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse such Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Lender decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its discretion, and (d) grant or issue any non-exclusive license under the

Intellectual Property Collateral, to any person or entity. Each Borrower agrees to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral except to the extent arising from the gross negligence or willful misconduct of Lender. Borrowers hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and all financing arrangements between Borrowers and Lender have been terminated. Borrowers acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Borrowers and their successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

15. **Notice.** Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.

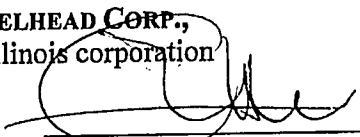
16. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

17. **Joint and Several.** All references to "Borrowers" and "Borrower" shall mean Steelhead, Axium LLC, Encore, Ramptech, Metropolitan, AEC, RPSI, Holden Sales and Holden Acquisition, both individually and collectively, and jointly and severally, and all representations, warranties, duties, covenants, agreements and obligations of Borrowers shall be the individual and collective representations, warranties, duties, covenants, agreements and obligations of each of Steelhead, Axium LLC, Encore, Ramptech, Metropolitan, AEC, RPSI, Holden Sales and Holden Acquisition.

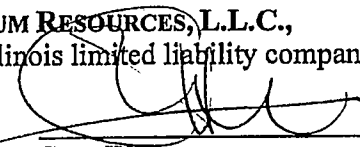
[signature page follows]

IN WITNESS WHEREOF, Borrowers' duly authorized officers, members or managers, as applicable, have executed this Agreement as of the date first set forth above.

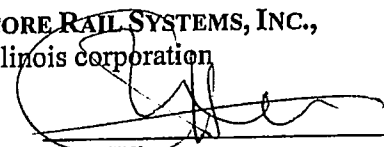
**STEELHEAD CORP.,**  
an Illinois corporation

By:   
Name: Greg Winsor  
Title: President

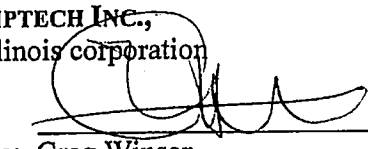
**AXIUM RESOURCES, L.L.C.,**  
an Illinois limited liability company

By:   
Name: Greg Winsor  
Title: Sole Member

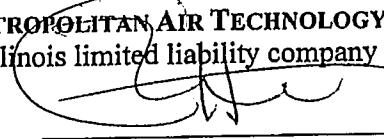
**ENCORE RAIL SYSTEMS, INC.,**  
an Illinois corporation

By:   
Name: Greg Winsor  
Title: Chairman of the Board


**RAMPTECH INC.,**  
an Illinois corporation

By:   
Name: Greg Winsor  
Title: President

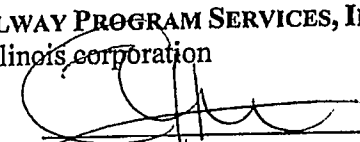
**METROPOLITAN AIR TECHNOLOGY, LLC,**  
an Illinois limited liability company

By:   
Name: Greg Winsor  
Title: Manager

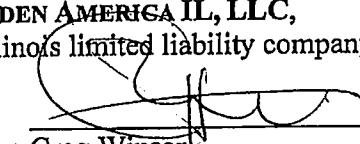
**AXIUM EQUIPMENT CO.,**  
an Illinois corporation

By:   
Name: Greg Winsor  
Title: President

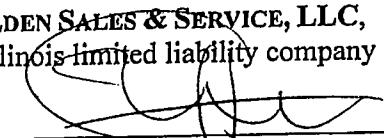
**RAILWAY PROGRAM SERVICES, INC.,**  
an Illinois corporation

By:   
Name: Greg Winsor  
Title: President

**HOLDEN AMERICA IL, LLC,**  
an Illinois limited liability company

By:   
Name: Greg Winsor  
Title: Manager

**HOLDEN SALES & SERVICE, LLC,**  
an Illinois limited liability company

By:   
Name: Greg Winsor  
Title: Manager

*[Signature page to Intellectual Property Security Agreement]*



**ACCEPTANCE**

The undersigned accepts the foregoing Collateral Assignment of Intellectual Property.

**FIRSTMERIT BANK, N.A.,**  
a national banking association

By: 

Name: Erik Skogsbakken

Title: Senior Vice President

*[Acceptance page to Intellectual Property Security Agreement]*

**SCHEDULE A**

**TO  
COLLATERAL ASSIGNMENT OF  
INTELLECTUAL PROPERTY**

**Trademarks and Trademark Registrations**

See attached.

**ENCORE RAIL SYSTEMS**

**TRADEMARKS**

MARK	COUNTRY	REG. NO.	REG. DATE	APPL'N NO.	FILING DATE	STATUS
ENCORE (Cl. 7, 17, 37)	US	3,666,506	11-Aug-2009	77/660,517	30-Jan-2009	Registered
ENCORE (Cl. 17)	Argentina	2366301	7-May-2010	2933080	30-Jul-2009	Registered
ENCORE (Cl. 7)	Argentina	2552334	04-Jan-2013	3126510	03-Nov-2011	Registered
ENCORE (Cl. 17)	Brazil	--	--	830358129	30-Jul-2009	Pending Grant
ENCORE (Cl. 7)	Brazil	--	--	831256656	09-Nov-2011	Pending Grant
ENCORE (Cl. 17)	Canada	TMA777682	21-Sep-2010	1446412	28-Jul-2009	Registered
ENCORE (Cl. 7)	Canada	TMA864424	06-Nov-2013	1551065	07-Nov-2011	Registered
ENCORE	India	--	--	2227759	01-Nov-2011	Pending
ENCORE (Cl. 17)	Mexico	1157798	13-May-2010	1023243	29-Jul-2009	Registered
ENCORE (Cl. 7)	Mexico	1279811	17-Apr-2012	1226380	09-Nov-2011	Registered
ENCORE & (b/w) Design	US	3,663,614	04-Aug-2009	77/660,455	30-Jan-2009	Registered
ENCORE & (green/black) Design	US	3,672,375	25-Aug-2009	77/660,514	30-Jan-2009	Registered
ENCORE RAIL SYSTEMS	US	3,666,505	11-Aug-2009	77/660,512	30-Jan-2009	Registered
SPEEDSET	US	4,153,882	05-Jun-2012	85/443,408	10-Oct-2011	Registered
SPEEDSET & Design	US	4,153,883	05-Jun-2012	85/443,411	10-Oct-2011	Registered
SPEEDSET	Argentina	2551031	28-Dec-2012	3126514	03-Nov-2011	Registered
SPEEDSET	Australia	1456101	13-Aug-2012	1456101	25-Oct-2011	Registered
SPEEDSET	Brazil	--	--	831289937	23-12-2011	Pending

MARK	COUNTRY	REG. NO.	REG. DATE	APPL'N NO.	FILING DATE	STATUS
SPEEDSET	Canada	--	--	1548476	19-Oct-2011	Pending Allowed
SPEEDSET	India	--	--	2227752	01-Nov-2011	Pending
SPEEDSET	Mexico	1336888	06-Dec-2012	1221682	20-Oct-2011	Registered
SPEEDSET & Design	US	4,153,883	05-Jun-2012	85/443,411	10-Oct-2011	Registered
Spike Design (Cl. 37)	US	3,469,895	15-Jul-2008	77/265/028	27-Aug-2007	Registered (Suppl)
Spike Design (Cl. 7, 17)	US	3,584,920	03-Mar-2009	77/265,487	27-Aug-2007	Registered (Suppl)
TIE ARMOR	US	3,929,954	08-Aug-2011	77/937,569	17-Feb-2010	Registered
TIE ARMOR	Argentina	2552330	04-Jan-2013	3126512	03-Nov-2011	Registered
TIE ARMOR	Brazil	--	--	831257148	09-Nov-2011	Pending Grant
TIE ARMOR	Canada	TMA837096	27-Nov-2012	1548472	19-Oct-2011	Registered
TIE ARMOR	India	--	--	2227751	01-Nov-2011	Pending
TIE ARMOR	Mexico	1340086	18-Dec-2012	1221681	20-Oct-2011	Registered

**METROPOLITAN AIR TECHNOLOGY**

**TRADEMARKS**

MARK	COUNTRY	REG. NO.	REG. DATE	APPL'N NO.	FILING DATE	STATUS
ELECTRO-BALANCE	US	3,797,494	01-Jun-2010	77/802,726	12-Aug-2009	Registered
MAT METROPOLITAN AIR TECHNOLOGY & (blue fan) Design	US	3,730,898	29-Dec-2009	77/729,646	05-May-2009	Registered
SOLO-CONTROL	US	4,209,685	18-Sep-2012	85/542,490	14-Feb-2012	Registered
SOLO-CONTROL	Canada	TMA870822	06-Feb-2014	1,585,936	13-Jul-2012	Registered
SOLO-CONTROL & Design	US	4,209,732	18-Sep-2012	85/543,281	15-Feb-2012	Registered
SOLO-CONTROL INDIVIDUAL AIR VOLUME CONTROL SYSTEMS	US	4,221,321	09-Oct-2012	85/542,504	14-Feb-2012	Registered
SOLO-CONTROL INDIVIDUAL AIR VOLUME CONTROL SYSTEMS & Design	US	4,221,341	09-Oct-2012	85/543,251	15-Feb-2012	Registered
SOLO-CONTROL INDIVIDUAL AIR VOLUME CONTROL SYSTEMS & Design	Canada	TMA870821	06-Feb-2014	1,585,942	13-Jul-2012	Registered
ROTO-TWIST	US	2,578,449	11-Jun-2002	76/300,086	14-Aug-2001	Registered

**SCHEDULE B**

**TO  
COLLATERAL ASSIGNMENT OF  
INTELLECTUAL PROPERTY**

**Patents and Patent Registrations**

See attached.

**ENCORE RAIL SYSTEMS**

**PATENTS**

TITLE	COUNTRY	PATENT NO.	ISSUE DATE	APPL'N NO.	FILING DATE	STATUS
METHODS FOR REPAIR AND PREVENTATIVE MAINTENANCE OF RAILROAD TIES USING UV CURABLE POLYMERS	US	--	--	13/202,711	22-Aug-2011	Pending
METHODS FOR REPAIR AND PREVENTATIVE MAINTENANCE OF RAILROAD TIES USING UV CURABLE POLYMERS	Australia	--	--	2014221313	10-Sep-2014	Pending
METHODS FOR REPAIR AND PREVENTATIVE MAINTENANCE OF RAILROAD TIES USING UV CURABLE POLYMERS	Brazil	--	--	PI 1008623-4	19-Aug-2011	Pending
METHODS FOR REPAIR AND PREVENTATIVE MAINTENANCE OF RAILROAD TIES USING UV CURABLE POLYMERS	Canada	--	--	2752556	15-Aug-2011	Pending
METHODS FOR REPAIR AND PREVENTATIVE MAINTENANCE OF RAILROAD TIES USING UV CURABLE POLYMERS	Europe	--	--	10744066.1	17-Aug-2011	Pending
METHODS FOR REPAIR AND PREVENTATIVE MAINTENANCE OF RAILROAD TIES USING UV CURABLE POLYMERS	Mexico	--	--	MX/a/2011/008637	16-Aug-2011	Pending
METHODS FOR REPAIR AND PREVENTATIVE MAINTENANCE OF RAILROAD TIES USING UV CURABLE POLYMERS	Mexico	--	--	MX/a/2014/012212	10-Oct-2014	Pending
METHODS OF CONSTRUCTION OF SLAB TRACK RAILROADS	US	--	--	13/212,746	18-Aug-2011	Pending
MOVEABLE CRAWLER SYSTEM FOR	US	--	--	11/999,699	06-Dec-2007	Appealed

TITLE	COUNTRY	PATENT NO.	ISSUE DATE	APPL'N NO.	FILING DATE	STATUS
RAILROAD EQUIPMENT						(Pending Decision)
MOVEABLE CRAWLER SYSTEM FOR RAILROAD EQUIPMENT	Canada	--	--	2665506	24-Apr-2009	Pending
MOVEABLE CRAWLER SYSTEM FOR RAILROAD EQUIPMENT	Mexico	--	--	MX/a/2009/003076	20-Mar-2009	Pending
BORATE AND POLYMER COMPOSITIONS FOR THE REPAIR AND MAINTENANCE OF RAILROAD TIES	US	--	--	12/931,595	03-Feb-2011	Pending
BORATE AND POLYMER COMPOSITIONS FOR THE REPAIR AND MAINTENANCE OF RAILROAD TIES	Australia	--	--	2012211332	02-Aug-2012	Pending
BORATE AND POLYMER COMPOSITIONS FOR THE REPAIR AND MAINTENANCE OF RAILROAD TIES	Canada	--	--	278897	03-Aug-2012	Pending
BORATE AND POLYMER COMPOSITIONS FOR THE REPAIR AND MAINTENANCE OF RAILROAD TIES	Mexico	--	--	MX/a/2012/009057	03-Aug-2012	Pending
BORATE AND POLYMER COMPOSITIONS FOR THE REPAIR AND MAINTENANCE OF RAILROAD TIES	US	--	--	13/197,473	03-Aug-2011	Pending
BORATE AND POLYMER COMPOSITIONS FOR THE REPAIR AND MAINTENANCE OF RAILROAD TIES	Argentina	--	--	P120100290	30-Jan-2012	Pending
BORATE AND POLYMER COMPOSITIONS FOR THE REPAIR AND MAINTENANCE OF RAILROAD TIES	Brazil	--	--	1020120115263	15-May-2012	Pending
BORATE AND POLYMER COMPOSITIONS FOR THE REPAIR AND MAINTENANCE OF RAILROAD TIES	Canada	--	--	2756218	24-Oct-2011	Pending
BORATE AND POLYMER COMPOSITIONS FOR THE REPAIR AND MAINTENANCE OF RAILROAD TIES	Mexico	--	--	MX/a/2012/001238	30-Jan-2012	Pending



TITLE	COUNTRY	PATENT NO.	ISSUE DATE	APPL'N NO.	FILING DATE	STATUS
RAILROAD TIE PLATE HANDLING MACHINE	US	8,468,948	25-Jun-2013	13/081,110	06-Apr-2011	Issued
RAILROAD TIE PLATE HANDLING MACHINE	Canada	--	--	2832466	07-Oct-2013	Pending
RAILROAD TIE PLUGGING SYSTEM	US	--	--	61/977,015	08-APR-2014	Provisional
SYSTEM FOR DETECTING SPIKE KILLED RAILROAD TIES	US	--	--	13/815,832	15-Mar-2013	Pending

**METROPOLITAN AIR TECHNOLOGY**

**PATENTS**

TITLE	COUNTRY	PATENT NO.	ISSUE DATE	APPL'N NO.	FILING DATE	STATUS
CABLE MOUNTING BRACKET	US	7,866,611	11-Jan-2011	11/786,499	12-Apr-2007	Issued
CABLE MOUNTING BRACKET	Australia	2008239717	29-Aug-2013	2008239717	30-Oct-2009	Issued
CABLE MOUNTING BRACKET	Canada	2588860	01-May-2012	2588860	16-May-2007	Issued
CABLE MOUNTING BRACKET	Mexico	286982	27-May-2011	MX/a/2007/006227	24-May-2007	Issued
MOTORIZED GEAR AND COUPLING SYSTEM	US	--	--	12/080,007	31-Mar-2008	Pending
MOTORIZED GEAR AND COUPLING SYSTEM	Europe	--	--	08754534.9	23-Sep-2010	Pending
MOTORIZED GEAR AND COUPLING SYSTEM	US	--	--	12/287,542	10-Oct-2008	Pending
MOTORIZED GEAR AND COUPLING SYSTEM	Europe	--	--	09819529.0	10-Mar-2009	Pending
MOTORIZED GEAR AND COUPLING SYSTEM	US	--	--	12/383,018	19-Mar-2009	Pending
CEILING CUP TERMINATION SYSTEM	US	7,793,917	14-Sep-2010	11/420,058	24-May-2006	Issued
UNSHATHED CABLE ACTIVATED DAMPER CONTROL SYSTEM	US	5,702,298	30-Dec-1997	08/536,549	29-Sep-1995	Issued
UNSHATHED CABLE ACTIVATED DAMPER CONTROL SYSTEM	Canada	2185311	15-Feb-2000	2185311	11-Sep-1996	Issued

**SCHEDULE C**

**TO  
COLLATERAL ASSIGNMENT OF  
INTELLECTUAL PROPERTY**

**Copyrights and Copyright Applications**

None.

**SCHEDULE D**  
**TO**  
**COLLATERAL ASSIGNMENT OF**  
**INTELLECTUAL PROPERTY**

**License Agreements**

None.